

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: First Amendment of Seminole Tenant Health Department and Community Services Lease

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Lorraine Hajeski

EXT: 5250

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment of the Seminole Tenant Health Department and Community Services Lease

District 1 Bob Dallari

Meloney Lung

BACKGROUND:

The original lease for 4,200 square feet of space at 132 Sausalito Boulevard in Casselberry in the Greater Market Place II was executed in October, 1998, with Greater Construction Corporation. Additional space was added with the current lease, dated March, 2005. The current space is 9,372 square feet, which is occupied by the Seminole County Health Department. The lease was assigned to Greater Properties, Inc. in March of 2006. The Community Services Department vacated their offices at this location in September, 2006, and the Health Department moved into that space. The original five (5) year term of the current lease will expire February 28, 2010. The First Amendment extends the lease for an additional five (5) years and reduces the current rate. The payment rate for the 6th, 7th, and 8th years is \$14.00 per square foot or \$10,934.00/month. The 9th year's rate is \$14.42 per square foot. The final year's rate is \$14.85 per square foot. Rates include CAM. The County is responsible for electric, water and sewer, and janitorial services. Expiration date will be February 28, 2015. Lease may be terminated with ninety (90) day written notice to the landlord.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the First Amendment of the Seminole Tenant Health Department and Community Services Lease.

ATTACHMENTS:

1. Agreement
2. Assignment
3. First Amendment Greater Health Lease

Additionally Reviewed By:

- ☒ Budget Review (Lisa Spriggs, Timothy Jecks)
- ☒ County Attorney Review (Ann Colby)

SEMINOLE TENANT HEALTH DEPARTMENT AND COMMUNITY SERVICES LEASE

THIS LEASE is made and entered into this 2 day of Feb., 2005, by and between **THE GREATER CONSTRUCTION CORPORATION**, whose address is 1033 S.R. 436, Suite 121, Casselberry, Florida 32707, hereinafter referred to as "LANDLORD," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "TENANT".

W I T N E S S E T H

WHEREAS, the LANDLORD is the owner of a certain building known as the Greater Market Place II, located at 132 Sausolito Boulevard, Casselberry, Florida; and

WHEREAS, the TENANT is desirous of leasing space at 132 Sausolito Boulevard for use as offices for the Seminole County Health Department and Community Services,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the LANDLORD and TENANT agree as follows:

1. The previous Lease between the parties for this property is hereby terminated.

2. **LEASED PREMISES.** The LANDLORD does hereby grant to the TENANT and the TENANT does hereby accept from the LANDLORD the exclusive use and occupancy of 9,372 square feet on the first floor of the building located at 132 Sausolito Boulevard, Casselberry, Florida 32707. The Leased Premises shall consist of that space more particularly described in Exhibit "A" attached herein.

It is
CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY *Eva Roach*
DEPUTY CLERK

understood by the parties that the square footage and the specifications as contained in Exhibit "A" are approximate. Prior to commencement of this Lease, the parties shall conduct a field verification of the site and shall finalize the exact square footage and floor plan at that time.

3. **TERM.** The term of this Lease shall commence on March 1, 2005, and shall run for a term of five (5) years, unless sooner terminated as hereinafter provided. This Lease, at the sole option of the TENANT, may be renewed upon the same terms and conditions for three (3) successive periods of one (1) year each.

4. **RENTAL.**

(a) The TENANT shall pay rent to the LANDLORD for said premises described in Section 1 hereof at an initial annual rate of THIRTEEN AND 25/100 DOLLARS (\$13.25) per square foot for the first year of the Lease term, payable on or before the first (1st) days of each calendar month for that calendar month in equal monthly installments.

(b) The rent shall be increased annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date, which is defined as the first day of the month following the date of occupancy. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%) as follows:

Year 1 - \$13.25 PSF = \$10,348.25 per month
Year 2 - \$13.65 PSF = \$10,658.70 per month
Year 3 - \$14.06 PSF = \$10,978.46 per month
Year 4 - \$14.48 PSF = \$11,307.81 per month
Year 5 - \$14.91 PSF = \$11,647.05 per month
Renewal Option 1 - \$15.36 PSF = \$11,996.46 per month
Renewal Option 2 - \$15.82 PSF = \$12,356.35 per month
Renewal Option 3 - \$16.30 PSF = \$12,727.04 per month

5. UTILITIES, JANITORIAL SERVICE, REPAIR AND MAINTENANCE. The LANDLORD shall, at its expense, during the term of this Lease, furnish the TENANT at the leased areas the following:

(a) Repairs and maintenance to the exterior of the building, including outside walls, roof, windows, and foundations, and the maintenance and repair of the interior, including lights, plumbing, HVAC maintenance, electrical wiring, outlets, wall and floor surface, (excluding paint), windows, roofs, and doors (original buildout only, not including tenant's improvements), unless such repair can be demonstrated as being necessary due to TENANT negligence.

(b) Pest control.

(c) Trash removal.

The TENANT shall be solely responsible for the costs of all janitorial services, utilities, including electric, water and sewer.

6. POSSESSION.

(a) Delivery of possession within the meaning of this Lease shall be accomplished by LANDLORD's delivery to TENANT of the keys to the Leased Premises. Said Leased Premises shall be delivered to TENANT in a condition that is in good order, repair, safe, clean, and tenable immediately upon TENANT taking possession of the Leased Premises. TENANT shall take possession of the Leased Premises AS IS.

(b) LANDLORD agrees that upon the date of delivery of possession to the TENANT, the Leased Premises shall be free of all violations, orders or notices of violations of all public authorities and of all liens and encumbrances whether of a public or private entity, which would prohibit TENANT from conducting its business.

(c) By virtue of occupying the Leased Premises as a tenant, TENANT shall conclusively be deemed to have accepted the Leased Premises and to have acknowledged that the Leased Premises are in the condition required by this Lease, except only as to any latent defects or latent omissions, if any, in the LANDLORD's construction.

7. REMODELING PRIVILEGES. After occupancy of the premises by the TENANT, the LANDLORD grants to TENANT the right to make partition changes, alterations, and decorations as it desires at its own expense in the Leased Premises; providing, however, that TENANT shall make no structural change which will impair the structural integrity of the premises without the prior written consent of LANDLORD. The TENANT agrees to submit to the LANDLORD, prior to commencement of any remodeling, drawings of all modifications for the LANDLORD's review and approval. Such approval of the LANDLORD shall not be unreasonably withheld.

8. USE OF LEASED PREMISES. TENANT shall have the exclusive use of the Leased Premises for the Seminole County Department of Health and Community Services and such other County offices as may be necessary. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Casselberry. It shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance of said building, or increase the hazard of risk, and it shall not permit any nuisance of the Leased Premises.

9. **QUIET POSSESSION.** The LANDLORD shall warrant and defend the TENANT in the enjoyment and peaceful possession of the premises during the term of this Lease.

10. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The TENANT shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the LANDLORD.

(b) All rights, obligations, and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of said parties.

11. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** The TENANT shall have the right to move and install on the Leased Premises equipment, fixtures, and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the LANDLORD shall remain in the property of the LANDLORD and shall not be removed by the TENANT. All equipment and property placed by the TENANT at its own expense in, on, or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the TENANT and the TENANT shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property, and fixtures.

12. FIRE CLAUSE.

(a) LANDLORD covenants and agrees that it will carry during the term of this Lease fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the TENANT may determine, the LANDLORD may rebuild or repair such damaged or destroyed portions and the obligation of the TENANT to pay rent hereunder shall abate as to the damaged or destroyed portions during the time they shall be untenable. In the event the LANDLORD elects not to rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

(b) LANDLORD shall not be liable to TENANT for any damage by fire or other peril, whether or not included in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect), no matter how caused, it being understood that the TENANT will look solely to its insurer for reimbursement.

13. LIABILITY INSURANCE. The TENANT shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the TENANT of the Leased Premises, excepting adjacent sidewalks and alleys, and the LANDLORD shall not be liable for any such claims. The LANDLORD may maintain

its own protection against such claims arising out of its ownership of the premises.

14. HOLD HARMLESS. Each party shall hold the other harmless from any and all loss, expense, damage, or claim for damages to persons or property, including court costs and attorney's fees, which may occur as a result of said party's, its agents', or employees' negligence or fault.

15. TERMINATION.

(a) This Lease may be terminated by TENANT at any time during the initial five (5) year term, for cause, upon ninety (90) days' notice to the LANDLORD.

(b) "For cause" shall be defined as the LANDLORD's breach of any term of this Lease or failure of the Seminole County Commission in any fixed year of the initial term to appropriate funds sufficient to meet the TENANT's obligation hereunder.

(c) At any time during the renewal periods subsequent to the initial five (5) year term, the TENANT reserves the right to terminate this Lease, with or without cause, upon ninety (90) days' notice to the LANDLORD.

16. SURRENDER OF POSSESSION. The TENANT agrees to deliver up and surrender to the LANDLORD possession of the Leased Premises at the expiration or termination of this Lease in as good condition as when the TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

17. **WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Lease by the LANDLORD or by the TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

18. **AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

19. **HOLDING OVER AFTER TERMINATION.** If, after the expiration of this Lease, the TENANT shall hold over and remain in possession of the Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein.

20. **ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Lease, the parties agree to exhaust TENANT ADR procedures prior to filing suit or otherwise pursuing legal remedies. TENANT ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Lease and ADR procedures therefore are set forth in Section 220.106, "Contract Claims," Seminole County Code.

(b) LANDLORD agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the TENANT ADR procedures set forth in subsection (a) above of which the LANDLORD had knowledge and failed to present during the TENANT ADR procedures.

(c) In the event that TENANT ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

(d) In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs.

21. CONFLICT OF INTEREST.

(a) The LANDLORD agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the TENANT or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The LANDLORD hereby certifies that no officer, agent or employee of the TENANT has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the LANDLORD to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the LANDLORD hereby agrees that monies received from the TENANT pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

22. **NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

For LANDLORD:

The Greater Construction Corporation
1033 S.R. 436, Suite 121
Casselberry, FL 32707

For TENANT:

Seminole County Support Services
200 W. County Home Rd.
Sanford, FL 32773-6179

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date written below:

Cheryl Ruff
Witness

Wayne Grant
Witness

THE GREATER CONSTRUCTION CORPORATION

By: [Signature]

STEVE GALLAGHER, CFO

Date: 1/3/05

ATTEST:


MARYANNE MORSE

Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
CARLTON HENLEY, Chairman

Date: Feb. 2, 2005

For the use and reliance
of Seminole County only.

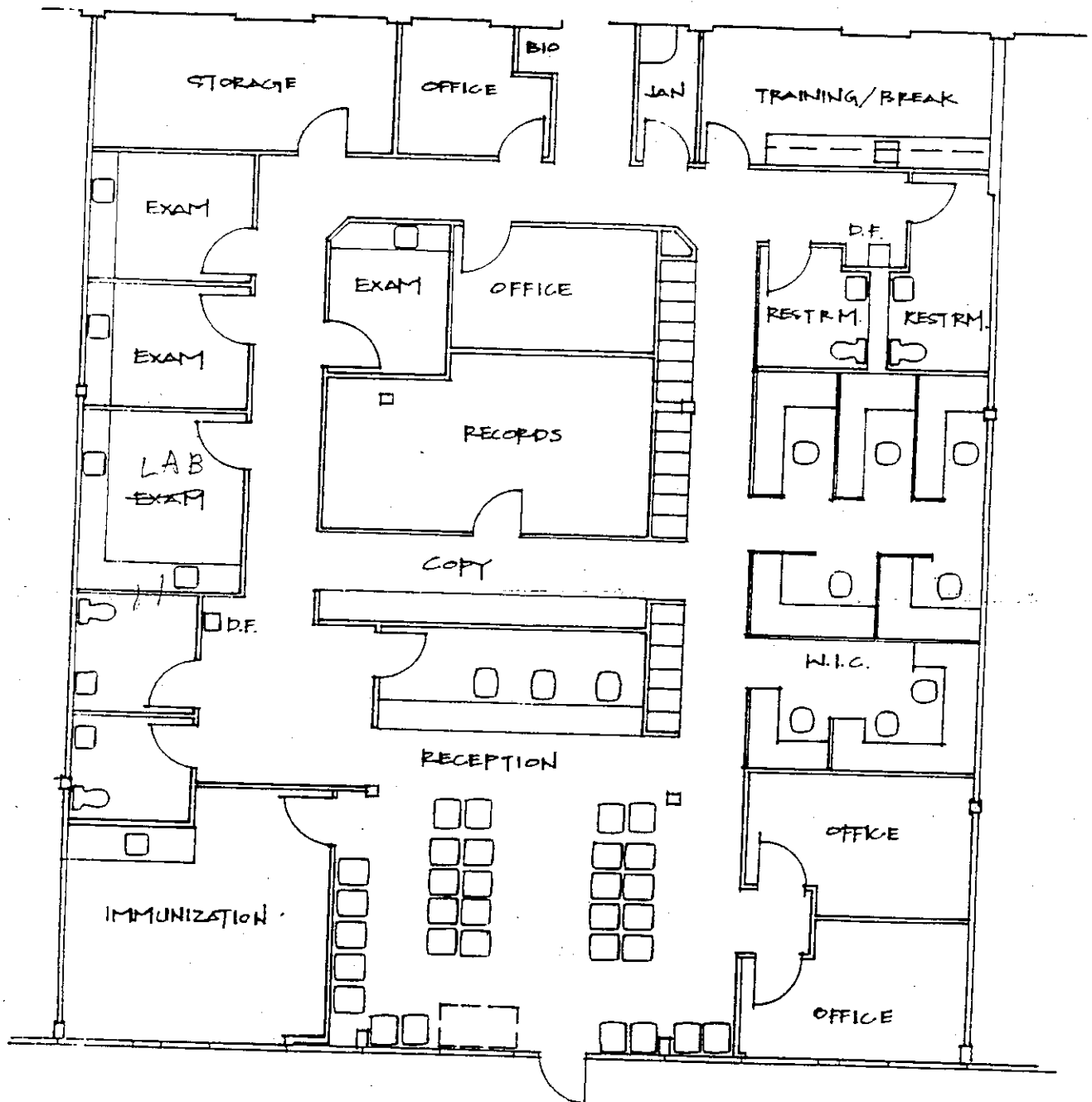
Approved as to form and
legal sufficiency


County Attorney

As authorized for execution
by the Board of County Commissioners
at their JAN. 25, 2005
regular meeting.

AEC/lpk
12/1/04 12/8/04 12/23/04
health dept lease

Attachment:
Exhibit "A" - Property description



GOODINGS PLAZA II
 GREATER CONSTRUCTION SUITE 132, 140 & 143

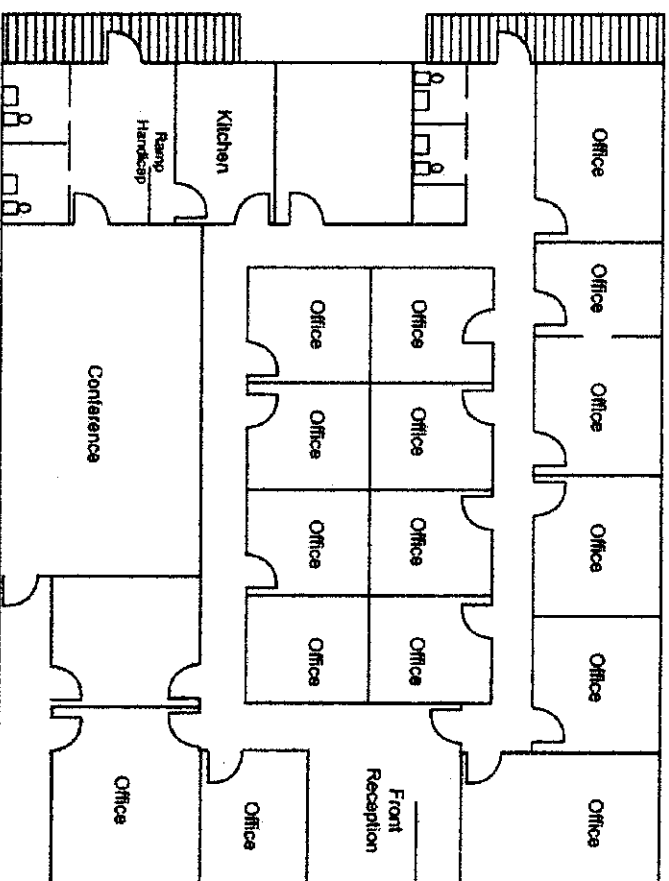
INTERPLAN
 8.5.98

Current Lease Space

Exhibit A

Floor Plan – 5,172 SF
Greater Marketplace II
108 SAUSALITO BLVD.
CASSELBERRY, FL 32707

State Road 436 Frontage



GREATER LEASING

Cheryl Reiff, Leasing & Property Manager
(407) 331-8290 • Fax (407) 331-4571
www.greaterleasing.com
cheryl@greaterleasing.com

**ASSIGNMENT OF SEMINOLE COUNTY HEALTH DEPARTMENT AND
COMMUNITY SERVICES LEASE**

THIS ASSIGNMENT is made and entered into this 28th day of March, 2006, by and between **THE GREATER CONSTRUCTION CORPORATION**, whose address is 1033 S.R. 436, Suite 121, Casselberry, Florida 32707, hereinafter called the "ASSIGNOR", **GREATER PROPERTIES, INC.**, whose address is 1033 S.R. 436, Suite 121, Casselberry, Florida 32707, hereinafter called the "ASSIGNEE", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "TENANT".

W I T N E S S E T H:

WHEREAS, the TENANT and the ASSIGNOR entered into a Lease on February 2, 2005 whereby the ASSIGNOR agreed to lease to the TENANT certain space located at 132 Sausolito Boulevard, Casselberry, Florida for use as offices for the Seminole County Health Department and Community Services; and

WHEREAS, the ASSIGNEE has separated from its parent company, the ASSIGNOR; and

WHEREAS, both majority shareholders and executives of the ASSIGNOR desire the assignment of this Lease to the ASSIGNEE; and

WHEREAS, Section 18 of the Lease entered into between the TENANT and the ASSIGNOR requires that the Lease not be assigned by the parties without prior written consent of the other party, and in such cases, only by a document of equal dignity therewith; and

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY *Carla Coach*
DEPUTY CLERK

WHEREAS, the TENANT, the ASSIGNOR and the ASSIGNEE all feel that assignment of this Agreement to the ASSIGNEE will best serve the needs of all parties,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the TENANT, the ASSIGNOR and the ASSIGNEE agree as follows:

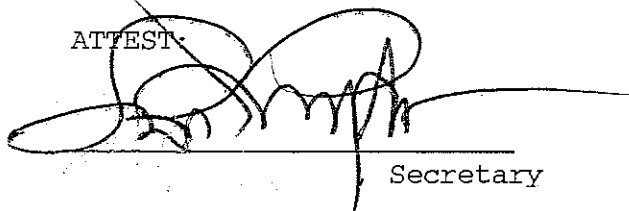
(1) The ASSIGNOR assigns all of its rights in that certain Lease with the COUNTY dated February 2, 2005 for lease of space located at 132 Sausolito Boulevard, Casselberry, Florida to the ASSIGNEE, effective immediately.

(2) The ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Lease dated February 2, 2005 to be performed on the part of the ASSIGNOR effective immediately.

(3) The TENANT hereby consents to the foregoing assignments between the ASSIGNOR and the ASSIGNEE of those contracted rights and duties as set forth in the Lease dated February 2, 2005.

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment on the date below written.

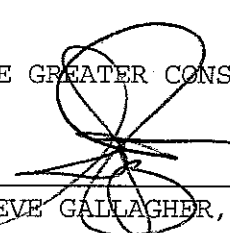
ATTEST:



Secretary

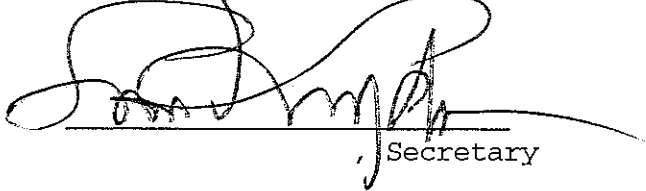
(CORPORATE SEAL)

THE GREATER CONSTRUCTION CORPORATION

By: 
STEVE GALLAGHER, CFO

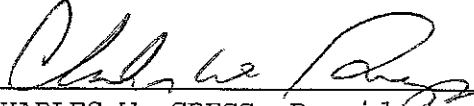
Date: 3/28/06

ATTEST:


Secretary

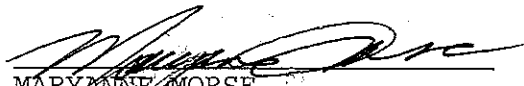
(CORPORATE SEAL)

GREATER PROPERTIES, INC.

By: 
CHARLES W. GREGG, President


Date: 3/30/06

ATTEST:


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.


County Attorney
AC/lpk
3/8/06 3/14/06
health dept lease assignment

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
CARLTON HENLEY, Chairman

Date: 4-11-06

As authorized for execution
by the Board of County Commissioners
at their April 11, 2006
regular meeting.

**FIRST AMENDMENT TO SEMINOLE COUNTY HEALTH DEPARTMENT
AND COMMUNITY SERVICES LEASE**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Lease made and entered into on the 2nd day of February, 2005, between **GREATER PROPERTIES, INC.**, whose address is 1033 S.R. 436, Suite 121, Casselberry, Florida 32701, hereinafter referred to as "LANDLORD", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "TENANT".

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease on February 2, 2005, for lease of a certain building located at 132 Sausalito Boulevard, Casselberry, Florida; and

WHEREAS, the parties desire to amend the Lease so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 18 of the Lease provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Lease as follows:

1. Section 3 of the Lease is amended to read:

SECTION 3. TERM. The term of this Lease shall commence on March 1, 2005 and shall run until February 28, 2015, unless sooner terminated as hereinafter provided.

2. Section 4 of the Lease is amended to read:

SECTION 4. RENTAL.

(a) The TENANT shall pay rent to the LANDLORD for said premises described in Section 1 hereof at an initial annual rate of THIRTEEN AND 25/100 DOLLARS (\$13.25) per square foot for the first year of the Lease term, payable on or before the first (1st) day of each calendar month for that calendar month in equal monthly installments.

(b) The rent shall be increased annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date, which is defined as the first day of the month following the date of occupancy. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%) as follows:

Year 1 - \$13.25 PSF	= \$10,348.25 per month
Year 2 - \$13.65 PSF	= \$10,658.70 per month
Year 3 - \$14.06 PSF	= \$10,978.46 per month
Year 4 - \$14.48 PSF	= \$11,307.81 per month
Year 5 - \$14.91 PSF	= \$11,647.05 per month
March 1, 2010 through February 28, 2013 - \$14.00 PSF	= \$10,934.00 per month
March 1, 2013 through February 28, 2014 - \$14.42 PSF	= \$11,262.02 per month
March 1, 2014 through February 28, 2015 - \$14.85 PSF	= \$11,597.85 per month

3. Section 15 of the Lease is amended to read:

SECTION 15. TERMINATION. This Lease may be terminated by TENANT at any time with or without cause upon ninety (90) days' notice to the LANDLORD.

4. Except as herein modified, all terms and conditions of the Lease shall remain in full force and effect for the term of the Lease, as originally set forth in said Lease.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

GREATER PROPERTIES, INC.

, Secretary
(CORPORATE SEAL)

By: _____
CHARLES W. GREGG, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.



County Attorney

AEC/lpk/sjs
11/10/09, 11/16/09
P:\Users\Legal Secretary CSB\Administrative Services\Health Dept-Community Services lease amend.doc